

# **EXHIBIT A**

Meet your Match Anonymously and Securely, Locally or Internationally at Match.com

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## Match.com Terms of Use Agreement

Welcome to Match.com, the service for adults to meet each other online operated by Match.com L.P. ("Match.com"). By using the Match.com web site (the "Web site") you agree to be bound these Terms of Use (this "Agreement"), whether or not you register as a member ("Member"). you wish to become a Member and communicate with other Members and make use of the Match.com service (the "Service"), read these Terms of Use and indicate your acceptance of by following the instructions in the Registration process.

This Agreement sets out the legally binding terms of your use of the Web site and your membership in the Service and may be modified by Match.com from time to time, such modifications to be effective upon posting by Match.com on the Web site. This Agreement inc Match.com's Acceptable Use Policy for Content Posted on the Web site, Match.com's Privacy Policy, and any notices regarding the Web site. You may also receive a copy of this Agreement emailing us at: [customercare@match.com](mailto:customercare@match.com), Subject: Terms of Use Agreement.



1. **Eligibility.** You must be eighteen or over to register as a member of Match.com or use the Web site. Membership in the Service is void where prohibited. By using the Web site, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.
2. **Term.** This Agreement will remain in full force and effect while you use the Web site and/ or are a Member. You may terminate your membership at any time, for any reason by follow the instructions on the Resign pages in My Account, or upon receipt by Match.com of your written or email notice of termination. Match.com may terminate your membership for any reason, effective upon sending notice to you at the email address you provide in your application for membership, or such other email address as you may later provide to Match.com. If Match.com terminates your membership in the Service because you have breached the Agreement, you will not be entitled to any refund of unused subscription fee. Even after membership is terminated, this Agreement will remain in effect. Even after this Agreement is terminated, certain provisions will remain in effect, including sections 4, 5, 7 9-14 of this Agreement.
3. **Non Commercial Use by Members.** The Web site is for the personal use of individual Members only and may not be used in connection with any commercial endeavors. Organizations, companies, and/or businesses may not become Members and should not use the Service or the Web site for any purpose. Illegal and/or unauthorized uses of the Web site including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking the Web site will be investigated, and appropriate legal action will be taken, including with limitation, civil, criminal, and injunctive redress.
4. **Proprietary Rights in Content on Match.com.** Match.com owns and retains all proprietary rights in the Web site and the Service. The Web site contains the copyrighted material, trademarks, and other proprietary information of Match.com, and its licensors. Except for information which is in the public domain or for which you have been given written permission you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information.
5. **Content Posted on the Site.**
  - a. You understand and agree that Match.com may review and delete any content, messages, Match.com Messenger messages, photos or profiles (collectively, "Content") that in th

- sole judgment of Match.com violate this Agreement or which might be offensive, illegal or that might violate the rights, harm, or threaten the safety of Members.
- b. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members.
  - c. By posting Content to any public area of Match.com, you automatically grant, and you represent and warrant that you have the right to grant, to Match.com an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicense the foregoing.
  - d. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Match.com reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:
    - \* is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
    - \* harasses or advocates harassment of another person;
    - \* involves the transmission of "junk mail", "chain letters", or unsolicited mass mail or "spamming";
    - \* promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
    - \* promotes an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
    - \* contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
    - \* displays pornographic or sexually explicit material of any kind;
    - \* provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
    - \* provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
    - \* solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
    - \* engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
  - e. You must use the Service in a manner consistent with any and all applicable laws and regulations.
  - f. You may not include in your Member profile any telephone numbers, street addresses, names, URLs or email addresses.
  - g. You may not engage in advertising to, or solicitation of, other Members to buy or sell products or services through the Service. You may not transmit any chain letters or junk email to other Members. Although Match.com cannot monitor the conduct of its Members off the Web site, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, Match.com reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which Match.com deems appropriate in its sole discretion.
6. **Copyright Policy.** You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a descrip-

of where the material that you claim is infringing is located on the Web site; your address, telephone number, and email address; a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Match.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows: General Counsel, Match.com c/o Ticketmaster 3701 Wilshire Blvd., Los Angeles, CA 90010.

7. **Subscription.** If you sign-up for multiple subscriptions to Match.com, you will be limited to one instance of Match.com Messenger, regardless of the number of subscribing accounts you may have with us.
8. **Member Disputes.** You are solely responsible for your interactions with other Match.com Members. Match.com, Inc. reserves the right, but has no obligation, to monitor disputes between you and other Members.
9. **Privacy.** Use of the Web site and/or the Service is also governed by our Privacy Policy.
10. **Disclaimers.** Match.com is not responsible for any incorrect or inaccurate Content posted on the Web site or in connection with the Service, whether caused by users of the Web site, Members or by any of the equipment or programming associated with or utilized in the Service. Match.com is not responsible for the conduct, whether online or offline, of any user of the Web site or Member of the Service. Match.com assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Match.com is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or delays on account of technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Match.com be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Web site or Service, any Content posted on the Web site or transmitted to Members, or any interaction between users of the Web site, whether online or offline. The Web site and the Service are provided "AS-IS" and Match.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Match.com cannot guarantee and does not promise any specific results from use of the Web site and/or the Service.
11. **Limitation on Liability.** Except in jurisdictions where such provisions are restricted, in no event will Match.com be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from use of the Web site or the Service, even if Match.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Match.com's liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Match.com for the Service during the term of membership.
12. **U.S. Export Controls.** Software from this Web site (the "Software") is further subject to U.S. States export controls. No Software may be downloaded from the Web site or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.
13. **Disputes.** If there is any dispute about or involving the Web site and/or the Service, by using the Web site, you agree that the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of California, City of Los Angeles.
14. **Indemnity.** You agree to indemnify and hold Match.com, its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement.

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and/or any breach of your representations and warranties set forth above.

15. **Other.** This Agreement, accepted upon use of the Web site and further affirmed by becoming a Member of the Service, contains the entire agreement between you and Match.com regarding the use of the Web site and/or the Service. If any provision of this Agreement is invalid, the remainder of this Agreement shall continue in full force and effect.

Please [Contact](#) us with any questions regarding this agreement. Plano, Texas 75094.

Match.com is a trademark of Match.com, L.P.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

[Click here to complete registration.](#)

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# **EXHIBIT B**

## Privacy Statement for Match.com Internet Personals

This confirms that Match.com Internet Personals is a licensee of the TRUSTe Privacy Program. TRUSTe certification covers only the privacy practices of this site, not any services offered by Match.com. The following privacy statement discloses the privacy practices of [www.match.com](http://www.match.com).

TRUSTe is an independent, non-profit organization whose mission is to build users' trust and confidence in the Internet by promoting the use of fair information practices. Because this web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed and audited for compliance by TRUSTe. By displaying the TRUSTe trustmark, this web site has agreed to notify you of:

- [What information this site collects/tracks.](#)
- [How this site uses the information it collects/tracks.](#)
- [With whom this site shares the information it collects/tracks.](#)
- [How this policy applies to links in this site.](#)
- [Use of cookies on the site.](#)
- [This site's policy on collecting, updating or removing personal information.](#)
- [Changes in our privacy policy.](#)
- [Security of your personal information.](#)
- [E-mail Choice/Opt-out policy.](#)
- [Methods of contacting the Site.](#)

Please [contact Match.com](#) with questions regarding this statement. If the website has not responded to your inquiry or your inquiry has not been satisfactorily addressed, please contact TRUSTe at [https://www.truste.org/users/users\\_watchdog\\_intro.html](https://www.truste.org/users/users_watchdog_intro.html).

## About Match.com and the Information We Collect

Match.com is an online matchmaking service designed to provide an easy way for our members to meet each other on the Web. To accomplish this, our members create their own unique profiles and our matching technology provides them matches based on their pre-selected criteria. In order to do this, we must ask for certain personal information. None of the information we gather can be used by the public (visitors, other members, or anyone not employed by Match.com or the financial institutions used to process membership charges) to identify specific individuals.

We are a membership-based service. We collect credit card, address, or bank information only from those who choose to join. All visitors to our site may browse the site, search the ads and view any articles or features our site has to offer without entering any personal information.

## Information Collected/Tracked by Match.com

Match.com gathers two types of information: information users submit to us and information not directly submitted by users.

### Information submitted to Match.com

There are two types of user-submitted information we collect: Public and Private. We define Public information as personal information that may be displayed on the site, such as gender, age and height, but cannot be linked to a particular user. Private information is defined as any information that allows others to contact a user other than through Match.com or allows the collection of information about the user other than what is displayed on the site.

**Public:** To accomplish our goal of bringing compatible people together, we must gather personal information, which may or may not include: customer-specified Match.com username, gender, age, ethnic background, appearance, religion, income range, occupation, preference/lifestyle information and general geographic location. Much of this information is optional, and meant to be seen by members and visitors to the site but cannot be used to identify a specific member by name, address, etc.



**Private:** This information is gathered from members and guests who apply for the various services our site offers. This information includes, but is not limited to: email address, first name, last name, birthdate, credit card number or checking account information for payment, a user-specified password, mailing address, zip code and telephone number.

**Surveys & Contests:** From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, and age).

**Match.com Affiliate Partners:** The Affiliate Partner program is a vehicle for other relationship-based sites to link to the Match.com site. No personal member information is exchanged with the Affiliate Partner.

#### **Information not Directly Submitted by Users to Match.com**

**Aggregate:** This is information we collect that is not personally identifiable, such as browser type and IP address. This information is gathered for all users to the site.

### **Use of Information Obtained by Match.com**

#### **Information users submit to Match.com**

**Public:** Public information supplied by the user is intended to be viewed by visitors to the site. This information is used by visitors for searching and matching purposes. Public information cannot be used to identify a specific member by name, address, etc.

**Private:** We primarily use Email addresses submitted by members to verify enrollment and when forwarding anonymous e-mails from ad responders. Respondee's email addresses are not disclosed to the responder. We may also use a user's email address to send news regarding our site, but the user may choose not to receive email of this type by [contacting us](#). Email addresses may also be used in private correspondence with the user for customer service issues. Financial information that is collected is used to bill the user for products and services. All other private information submitted by the user is confidential and will not be disclosed except as required by law or to protect members of Match.com. All private information can be updated or deleted by the user at any time.

**Surveys & Contests:** Contact and other information collected for contests will be used to notify the winners and award prizes. Survey information collected will be used for purposes of monitoring or improving the use and satisfaction of this site.

**Match.com's Affiliate Partners:** Information submitted by the Affiliate Partner is used for establishing and maintaining a business relationship. No personal or business information is shared outside the relationship between Match.com and the Affiliate Partner. Affiliate Partners may not view or access private information on Match.com subscribers.

#### **Information that users do not submit to us**

**Aggregate:** We use your server, IP address, and browser-type related information in the general administration of our website.

### **Sharing of the Information this Site Gathers/Tracks**

Except where you are expressly informed otherwise or as described immediately below, we do not sell, rent, share, trade or give away any of your personal information except to the financial institution that processes your credit card or check transaction unless required by law or for the protection of your membership.

If you register with Match.com through one of our co-branded versions, your registration and profile information may be shared with the co-branding partner solely for the purpose of fulfilling the services provided by the co-branded site and any related promotional offers. We encourage you to review the privacy policy of the co-branded partner for questions about their use of your personally identifiable information and how you can modify or delete it.



## Links

This site contains links to other websites. Please be aware that Match.com is not responsible for the privacy practices of other Web sites. We encourage our users to be aware when they leave our site and to read the privacy statements of each and every web site that collects personally identifiable information. This privacy statement applies solely to information collected by this Web site.

## Use of Cookies

A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. Once the user closes their browser, the cookie simply terminates. For instance, by setting a cookie on our site, the user would not have to log in a password more than once, thereby saving time while on our site. If a user rejects a cookie, they may still use our site. The only drawback to this is that the user will be limited in some areas on our site. We occasionally use cookies to anonymously track and target the interests of our users to enhance the experience on our site or for advertising tracking purposes. In addition, cookies may be used on our site to allow enhanced capabilities such as chat. We do not and will not use cookies to collect private information from any user!

Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies. To find out more about how Citysearch manages the privacy of information in conjunction with serving ads on this site, go to [www.citysearch.com](http://www.citysearch.com).

We also use a third-party advertising company, Avenue A, to serve ads externally to the site on the behalf of Match.com and our partners. Avenue A employs technology that is used to measure the effectiveness of these ads. This is primarily accomplished through the use of technology devices, commonly referred to as a cookie and an action tag. Avenue A uses their own cookie, similar to our cookie, to measure advertising effectiveness but we do not have access to it. An action tag, also known as a Web Beacon or a 1 pixel .gif file, is used by Avenue A to set or read their own cookie. Any information that Avenue A collects via cookies and action tags is completely anonymous. Avenue A may use information about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. Unless otherwise notified, they do not use names, addresses, e-mail addresses or telephone numbers, and do not link online actions to an identifiable person. If you would like more information about this practice and to know your choices about not having this information used by these companies, [click here](#)

## Correcting/Updating or Removing Information

Match.com gives users several options for modifying or removing their information from our database please visit the [My Account](#) page or [contact us](#).

## Changes in Our Privacy Policy

If we change our privacy policy, we will prominently post a link to those changes on our Homepage so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use personally identifiable information in a manner different from that stated at the time it was collected, we will notify users by way of an email. Users will have a choice as to whether or not we use their information in this different manner, and we will then use information in accordance with the privacy policy under which the information was collected.

## Security

Match.com takes every precaution to protect our users' information. When users submit sensitive information via the website, your information is protected both online and off-line.

When our registration/order process asks users to enter sensitive information (such as a credit card number), that information is encrypted and is protected with the best encryption software in the industry - SSL.]

While we use SSL encryption to protect sensitive information online, we also do everything in our power to protect user information off-line. All of our users' information, not just the sensitive information mentioned above, is restricted in our offices. Only employees who need the information to perform a specific job (for example a billing clerk or a customer service representative) are granted access to personally identifiable information.

If you have any questions about the security at our website, please contact us.

## **Email Choice/Opt-out**

Our users are given the opportunity to 'opt-out' of having information used for purposes not directly related to our site at the point where we ask for the information.

Users who no longer wish to receive our newsletter or promotional materials from our partners may opt-out of receiving these communications by following the instructions contained in the email or by logging-in and changing their email options in the My Account section of the site.

## **Contacting the Web Site**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, please contact us.